

**IN THE UNITED STATES BANKRUPTCY COURT
FOR THE SOUTHERN DISTRICT OF TEXAS**

IN RE: Jarrod Erwin

CASE NO. 23-31315-H5-7

Debtor(s)

§
§

(Chapter 7)

**STATEMENT OF ATTORNEY FOR DEBTOR
PURSUANT TO 11 U.S.C. § 329(a) AND BANKRUPTCY RULE 2016(b)**

The undersigned, pursuant to 11 U.S.C. § 329(a) and Bankruptcy Rule 2016(b), states as follows:

I, Reese W. Baker, am the attorney for the above-references debtor(s) (whether one or more, “Debtor”). My address is 950 Echo Lane, Suite 300, Houston, Texas 77024.

1. The source of payments to be made to me is anticipated to be from the Debtor and Debtors brother Ryan Erwin.

2. The compensation paid, or agreed to be paid, to me or Baker & Associates (the “Firm”) within one year before the date of the filing of the petition, for services rendered or to be rendered in contemplation of or in connection with the above referenced case is as follows:

- a. Prior to the filing of this statement, I have received the amount set forth below.
- b. For post-petition legal services **not** included in the list of services, the Debtor has agreed to compensate me and the Firm in accordance with its normal billing practices. The normal billing practices include billing each attorney, paralegal, or employee for time and expenses incurred in the case. The time for each attorney, paralegal, or employee is based on the hours worked at the then hourly billing rate of such person. Additionally, the Debtor has agreed to pay for reasonable and necessary expenses incurred in rendering legal services to the Debtor, including, but not limited to, postage, photocopying, faxing, messenger

services, long distance charges, depositions, legal research, and filing fees. The rates for the attorneys and paralegals on the date of the filing of this statement are attached as an exhibit.

3. The professional services to be rendered on behalf of the Debtor by Baker in this case for the amount set forth in paragraph 5 below include the legal services (the list of services) arising in or related to the captioned Chapter 7 case as set forth below:

- A. Analysis of the financial situation, and rendering advice and assistance to the Debtor in determining whether to file a petition under Title 11, United States Code;
- B. Advising the Debtor with respect to his/her/its duties and responsibilities in bankruptcy;
- C. Preparation and filing of a petition, schedule of assets and liabilities, statement of financial affairs, statement of current income, matrix of creditors and other documents as required for a bankruptcy filing;
- D. Representation of the Debtor at the initial meeting of creditors;
- E. Representing the Debtor in post filing proceedings before the Court up to the conclusion of the initial creditors meeting, but not including any adversary proceedings and matters excluded as set forth herein, or extraordinary matters;
- F. Assistance to the Debtor in normal and ordinary communications relating to or arising out of the captioned case until the conclusion of the initial creditors meeting.

This agreement does not include services not listed above. The Firm will require additional fees and expenses for amendments to the petition, schedules or

statement of financial affairs if additional information is to be added by the Debtor.

The agreement does NOT include the following: (1) preparation and filing of reaffirmation agreements and attending hearings on reaffirmation agreements, (2) responses to motions to dismiss, (3) motions to avoid security interests and liens, (4) representation of the Debtor(s) in objections to exemptions, objections to discharge, litigation or disputes on qualifications to file a chapter 7 (means test issues and “substantial abuse” claims), (5) adversary proceedings, (6) motions to lift the automatic stay, (7) objections to claims, (8) representation in any depositions or Rule 2004 examinations, (9) violations of the automatic stay by creditors and discharge injunction matters, and (10) similar matters unless additional funds are paid to the Firm. If counsel is required to travel to response or address issues in the case, then travel costs and travel time must be paid in advance.

The responsibilities of the Firm will cease after the creditors meeting and the matters from the creditors meeting have been provided to the chapter 7 trustee and/or the U.S. Trustee; provided that the Firm must receive all documents and information from the Debtor on a prompt basis.

4. I and the Firm have not shared or agreed to share with any person, other than with the members, employees, and of counsel attorneys of the Firm, any compensation or reimbursement to be paid by the Debtor in connection with this case.
5. Prior to the filing of this statement, and after the filing of any prior statements, if any, the Firm has received the following for the above case:

\$1,500.00 paid on 02/08/2023 and \$1,500.00 paid on 03/30/23 paid by debtor, and \$5,645.50 by Debtor's brother, Ryan Erwin, on 04/05/2023. The funds are applied for legal fees, credit report, and filing fees.

DATED: April 17, 2023

Respectfully submitted,

/s/ Reese W. Baker

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Houston, TX 77024
(713) 869-9200
(713) 869-9100-Fax
Attorney for Debtor

**BAKER & ASSOCIATES
FEE/RATE SCHEDULE**

Attorneys

Reese W. Baker	RWB	\$450
Sonya Kapp	SK	\$450
Nikie Marie Lopez-Pagan	NL	\$425

Paralegals

Tammy Chandler	TC	\$135
Alfredo Cruz	AC	\$150
Jennifer Hunt	JH	\$125
Maria Jimenez	MJ	\$125
Yesenia Lila	YL	\$150
Gabby Martinez	GM	\$150
Susanne Taylor	ST	\$150
Dee Wright	DW	\$150

Rates are subject to periodic adjustments and new attorneys or paralegals.